



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept.	A	Contract Number	
County Department Board of Supervisors				Dept.	Orgn.	Contractor's License No.	
County Department Contract Representative Kathy Kubesh				Telephone 387-4636		Total Contract Amount	
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input checked="" type="checkbox"/> Other: Employment							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
Fund AAA	Dept. BDF	Organization BDD	Appr. 100	Obj/Rev Source 1010	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	FY
							Amount
							I/D

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Mark Kirk

hereinafter called CONTRACTOR

Address

Address on File

Telephone

On file

Federal ID No. or Social Security No.

On File

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

It is hereby agreed that County shall employ CONTRACTOR as the Chief of Staff for the Fourth District Supervisor of San Bernardino County, and that CONTRACTOR shall provide services in the manner and on the terms and conditions hereinafter set forth:

1. The term of this contract shall commence on pay period 26/04, work shall commence on November 29, 2004, and continue in effect until terminated as hereinafter provided. This contract may be terminated at any time by either party by the giving of fourteen (14) days written notice of termination to the other party. The Fourth District Supervisor shall have the full authority and discretion to exercise County rights under this paragraph. In any event, this contract shall automatically terminate at the end of the term of the Fourth District Supervisor, or any succeeding term.

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2. For and in consideration of CONTRACTOR's services, County agrees to pay CONTRACTOR, and CONTRACTOR agrees to accept a salary rate equal to Step 11 of Grade 72. With the written approval of the Fourth District Supervisor, the CONTRACTOR may advance in step based on the progression of step advancements in accordance with the provisions of the exempt salary ordinance relative to salary rates and step advancements. CONTRACTOR shall receive any across-the-board salary adjustments as may be granted to, and at the same time as, positions in the exempt group.
3. In the performance of his duties under this contract, CONTRACTOR shall be required to work such hours as necessary to carry out the duties specified in this contract under the direction of the Fourth District Supervisor, and such hours may be varied so long as the work requirements and efficient operation of the County are assured.
4. CONTRACTOR shall receive the same benefits and leave accruals, as are provided exempt group B employees on the same effective dates.
5. CONTRACTOR shall be covered by County's workers' compensation and general liability insurance during the hours actually worked under this contract.
6. CONTRACTOR shall participate in County's retirement system during the term of this contract, and shall receive the same retirement system contributions as exempt employees.
7. CONTRACTOR shall be reimbursed for actual expenses incurred in the performance of this contract in accordance with the County Code provisions governing exempt employees. CONTRACTOR shall be paid a bi-weekly allowance of \$46.15, to compensate CONTRACTOR for the business related use of CONTRACTOR's personal cell phone.
8. CONTRACTOR shall have the following duties and responsibilities in carrying out the functions under this contract:
 - a. Review proposals before the Board of Supervisors and make reports of findings.
 - b. Supervisor/coordinate the work of the district Field Representatives and support staff. Provide policy/procedure advice and direction to staff. May evaluate work and prepare performance evaluations.
 - c. Act as office manager. Determine operating needs, such as staffing and equipment, and take appropriate action.
 - d. Confer with officials of various local, staff, and federal agencies concerning proposed or pending legislation that might impact assigned Supervisor's constituents.
 - e. Investigate and resolve more complex problems.
 - f. Represent the Supervisor at meetings, conferences, and various functions generally related to policy or issue development. Make speeches and presentations to community groups.
 - g. Prepare speeches and a variety of correspondence and reports; review written materials prepared by district field representatives.
9. CONTRACTOR shall receive only the benefits and compensation specifically set forth in this contract.
10. As a condition of employment with the County, CONTRACTOR does hereby agree to uphold the conflict of interest policy of San Bernardino County which states:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined here. An employee is also subject to provisions of California Government Code Sections 1090, 1126, 87100

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and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to County employment."

11. If the services to be performed under this agreement require CONTRACTOR to drive a vehicle, CONTRACTOR must possess a valid California driver's license at all times during the performance of this agreement. In order for the CONTRACTOR to use any County-owned vehicle during the performance of this agreement, CONTRACTOR agrees to allow County to obtain a Department of Motor Vehicles report of CONTRACTOR's driving record. If such report discloses that CONTRACTOR has an unsafe driving record, in the opinion of the County Risk Manager, CONTRACTOR may be prohibited from using any County-owned vehicle.

In order for CONTRACTOR to be able to use a private vehicle during the performance of this agreement, CONTRACTOR shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- a. Fifteen thousand dollars (\$15,000) for single injury or death;
- b. Thirty thousand dollars (\$30,000) for multiple injury or death; and
- c. Five thousand dollars (\$5,000) for property damage

Failure to comply with the requirements of this paragraph shall be deemed grounds for termination of this agreement, pursuant to Paragraph 1.

12. County recognizes that CONTRACTOR has been employed by the County since November 13, 2004, and that date shall be used to calculate vacation and sick leave accrual and retirement systems contributions. CONTRACTOR shall carry forward all leave balances. This contract shall not be considered a break in County service.

COUNTY OF SAN BERNARDINO

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Mark Kirk
(Print or type name of corporation, company, contractor, etc.)

By ►
(Authorized signature - sign in blue ink)

Name Mark Kirk
(Print or type name of person signing contract)

Title Chief of Staff – Fourth District
(Print or Type)

Dated: _____

Address On file

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Department Head

Date _____

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